

**“BURN AFTER READING - ENTER TO WIN” SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The “BURN AFTER READING – ENTER TO WIN” SWEEPSTAKES (“Sweepstakes”) promoting the DVD release of the motion picture BURN AFTER READING (the “**DVD Release**”), starts at 6:00 a.m. Eastern Time (“ET”) on 12/1/08 and ends at 11:59 p.m. (ET) on 1/31/09 (“Entry Period”). The sponsor of this Sweepstakes is Universal Studios Home Entertainment LLC, 100 Universal City Plaza, Universal City, CA 91608 (the “Sponsor”). The Sweepstakes shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein.

ELIGIBILITY: SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES (EXCEPT RESIDENTS OF RHODE ISLAND, PUERTO RICO, ALL U.S. TERRITORIES AND POSSESSIONS AND OVERSEAS MILITARY INSTALLATIONS), EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF ENTRY DATE. THIS SWEEPSTAKES IS VOID OUTSIDE THE AREA SPECIFIED ABOVE AND WHERE PROHIBITED BY LAW. Employees and their family member of Sponsor, NBC Universal, West Coast Marketing, a division of The Susquehanna Hat Company (“West Coast Marketing”), their respective affiliates, subsidiaries, parent companies and agencies (collectively, the “Promotion Parties”) and those living in the household of same whether related or not are not eligible to enter or win. If prize is won by a minor it will be awarded in the name of said minor’s parent or legal guardian. By entering this Sweepstakes, entrants agree to abide by all terms of these Official Rules.

HOW TO ENTER: During the Entry Period you may enter via the Internet by logging onto the website at www.burnafterreading.com/sweepstakes (the “Entry Site”) and as directed, providing your first and last name, street address (no P.O. boxes), city, state, zip code, daytime telephone number, age, gender and e-mail (“Online Entry”). **ONLY ONE (1) ONLINE ENTRY PER PERSON, HOUSEHOLD ADDRESS AND/OR E-MAIL ADDRESS WILL BE ACCEPTED PER DAY. ALL ONLINE ENTRIES MUST BE RECEIVED BY 11:59 P.M. (ET) ON 1/31/09.**

The Promotion Parties, any and all Internet server(s) and access provider(s), their respective affiliates, subsidiaries, parent corporations and agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, “Releasees”) are not responsible for any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant’s or any other person’s computer relating to or resulting from participation in the Sweepstakes; inability to access the Entry Site or any web pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site (including the Entry Site) or for any other reason whatsoever; typographical, printing or other errors; or any combination thereof. Proof

of entering information at the Entry Site is not considered proof of delivery or receipt. Illegible, incomplete, mechanically reproduced and entries in excess of the number stated above from any one (1) valid e-mail address, household address and/or person will be disqualified. All entries become the property of Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive entries or acts shall render entrants ineligible. By entering the Sweepstakes, entrants affirm that they have read and accepted these Official Rules. The Sweepstakes shall be governed by and construed in accordance with the laws of the State of California, United States. By entering the Sweepstakes, entrants hereby submit to the jurisdiction and venue of the federal and state courts of Los Angeles County, California and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum. The information obtained via the Online Entry will be used by Sponsor and its affiliates for marketing purposes. Sponsor and its affiliates would like to use this information to contact you either by mail or e-mail with updates about special promotions or offers. If you prefer not to receive updates please indicate such preference at the time of your entry. Any information collected by registering to enter the Sweepstakes shall be used only in a manner consistent with these Official Sweepstakes Rules and with the Sponsor's Privacy Policy, which can be accessed at the Entry Site.

WINNER SELECTION: One Grand Prize winner will be selected in a random drawing on/about 2/6/09 by West Coast Marketing, an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes. Grand Prize winner will be notified by e-mail, overnight delivery and or telephone by 2/14/09. Grand Prize winner (or Grand Prize winner's parent or legal guardian if Grand Prize winner is a minor in the jurisdiction in which he or she resides) will be required to execute and return a notarized Affidavit of Eligibility/Release of Liability and (except where prohibited) Publicity Release form and a completed IRS W-9 form within ten (10) days of date of issuance. Failure to return all required forms in this ten (10) day time period may result in the Grand Prize winner being disqualified and an alternate winner selected. First Prize and Second Prize winners will be notified within sixty (60) days of the drawing date, with the delivery of their prize via mail or other delivery service selected at the sole discretion of the Sponsor.

If any prize notification or prize is returned as undeliverable for any reason, it will be awarded to an alternate.

All Federal, state and local tax liabilities, if any, are the responsibility of the prize winners. Acceptance of a prize constitutes permission (except where prohibited) for the Sponsor and its affiliates to use the prize winner's name, likeness, picture, voice, biographical information and statements for publicity, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without additional compensation or limitation of any kind.

PRIZES: *GRAND PRIZE (one [1] Grand Prize will be awarded):* The Grand Prize shall consist of A LifeSpan EX2 elliptical machine. The approximate retail value ("ARV") of the Grand Prize is \$1,200.

FIRST PRIZE (one [1] First Prize will be awarded): The First Prize consists of a one (1) year membership at winner's choice of a local fitness center or gym in or near the First Prize winner's hometown (maximum allowable membership fee is \$750).

SECOND PRIZE (twenty-five [25] Second Prizes will be awarded): Each Second Prize consists of one (1) *Burn After Reading* DVD (ARV \$29.98 each).

Prizes are provided "as is" and without any warranty of any kind except as provided in the standard warranty provided by manufacturer or service providers. By accepting a prize, winner acknowledges compliance with these Official Rules.

The total approximate retail value of the prizes to be awarded in this Sweepstakes is \$2,699.50. The odds of winning a prize are determined by the total number of eligible entries received.

LIMITATIONS ON LIABILITY: Releasees shall not be liable to winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control.

GENERAL: Entrants release and waive any claims they may have against Releasees for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorney's fees) resulting from acceptance, use, or misuse of any prize or element thereof, or from participation in this Sweepstakes.

If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is cancelled, the Sponsor will conduct a random drawing to award all prizes from among all eligible, non-suspect on-line entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at the Entry Site. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE (INCLUDING THE ENTRY SITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. If a dispute arises about who submitted an entry on the Entry Site, the entry will be deemed submitted by the authorized account holder of the e-mail account entered. The authorized account holder is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail

addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry and that all eligibility requirements are met.

NOTE: Online Entry must be made by the entrant, only at the Entry Site. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device or computer software to automate the entry process is prohibited.

NO INJUNCTIVE RELIEF: Each entrant understands and agrees that he/she shall have no right to enjoin or restrain the development, production, advertising, promotion, advertising, distribution or exploitation of the Sweepstakes, the DVD Release, or any other movie, production or project of Sponsor or any of its parents, subsidiaries or affiliates.

WINNERS LIST: For an Official Winners List (available after 3/1/09), or a copy of these Official Rules, send a self-addressed, stamped envelope to: “BURN AFTER READING – ENTER TO WIN” SWEEPSTAKES (*please specify Official Winners’ List or Official Rules*), PO Box 56436, Sherman Oaks, CA, 91413. Residents of Vermont may omit the return postage on their request. Official Rules are also available during the Entry Period at the Entry Site.

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